

REQUEST FOR PROPOSALS
for
FC-7704; Lot Boundary Conversion and
Street Centerline Enhancement



City of Atlanta

Department of Planning & Community Development

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement



CITY OF ATLANTA

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Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
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September 23, 2014

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“DOP”), a proposal for **FC-7704; Lot Boundary Conversion and Street Centerline Enhancement**. The City of Atlanta (the “City”) is soliciting proposals from qualified Geographic Information System (“GIS”) consultants to provide professional services to create a digital property boundary base and street centerline to facilitate GIS functions. The City desires a state of the art technological land management solution capable of supporting its current and future enterprise business application needs.

A **Pre-proposal Conference** will be held on **Wednesday, October 8, 2014, at 11:00 A.M. ET**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Planning and Community Development, Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are **strongly urged** to attend the Pre-proposal Conference.

Proponents will be allowed to submit questions in writing and to ask questions during the Pre-proposal Conference. However, please note that oral answers to questions during the Pre-proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Friday, October 10, 2014, at 2:00 P.M. ET**.

Your response to this Request for Proposals (“RFP”) must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. ET, Wednesday, October 29, 2014**.

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M. ET****

Proposals will be publicly opened and read at 2:01 p.m. ET on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

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This RFP is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number, email address, and the project number to Mr. Lloyd A. Richardson, Contracting Officer, at larichardson@atlantaga.gov to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued and may deem you non-responsive.


This RFP may be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$50.00 per package as of September 23, 2014, between the hours of 8:15 a.m. EST and 5:00 p.m. ET, Monday through Friday. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Lloyd A. Richardson, Contracting Officer, at (404) 865-8504 or by email at larichardson@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam L. Smith", written in a cursive style.

Adam L. Smith

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FC-7704; Lot Boundary Conversion and Street Centerline Enhancement

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PART I

INSTRUCTIONS TO PROPONENTS

Part 1; Information and Instructions to Proponents

- 1. Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (the “**City**”), on behalf of its Department of Planning and Community Development (“**DPCD**”), seeks to procure the following services (“**Services**”): a qualified geographic information system (“**GIS**”) consultant to provide professional services to create a digital property boundary base and street centerline to facilitate GIS functions. The City desires a state of the art technological land management solution capable of supporting its current and future enterprise business application needs. The City prefers not to have a custom developed solution. Rather to take advantage of existing land parcel data models and commercial-off-the-shelf land parcel maintenance software to the fullest extent possible.
- 2. Scope of Services:** A more detailed Scope of Services (“**SOS**”) sought in this procurement is set forth in Exhibit B– Scope of Services attached to the Master Technology Agreement (“**Services Agreement**”); Contract No.FC-7704; Lot Boundary Conversion and Street Centerline Enhancement, included in this RFP at Part 5.¹
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1.Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.2.Each Proponent must be able to demonstrate a minimum of five (5) years of experience in providing professional services of the same size and scope.
- 5. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
- 6. Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 P.M., ET** (as verified by the Bureau of National Standards) on **Wednesday, October 29, 2014**. Any Proposal received after this time will not be considered and will be rejected and returned.

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

- 7. Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for, **Wednesday, October 8, 2014 at 11:00 A.M. ET.**, in the Department of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly.
- 8. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Mr. Lloyd A. Richardson, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 739-4875 or e-mail larichardson@atlantaga.gov **on or before Friday, October 10, 2014 at 2:00 P.M. ET.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
- 9. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
- 10. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
- 11. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 12. Applicable City OCC Programs:** The City's Office of Contract Compliance ("**OCC**") Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

13. Evaluation of Financial Information: The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

14. Special Rules Applicable to Evaluation of Proposals: A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

15. Examination of Proposal Documents:

15.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

15.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

15.3. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.

15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.

- 16. Oral Presentations:** All responsive Proponents will be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
- 17. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.
- 18. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**IIREA**" or "**the Act**"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit.
- 20. Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.

PART II

CONTENTS OF PROPOSALS/ REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at Part 5; Master Technology Agreement; Exhibit B.1-Cost Proposal). Exhibit B.1-Cost Proposal will become part of the Master Technology Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
2. **Informational Proposal:** An Informational Proposal is comprised of 2 sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent; and
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the below Outline.

3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1.Information Drafted and Provided By a Proponent: This information should be included in **Volume I** of the Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Organizational Structure;
 - 3.1.1.3. Experience and Qualifications of Key Staff;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects; and
 - 3.1.1.5. Management Plan.
 - 3.1.2.Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability
 - 3.1.2.1.5. Form 4.2; Certification of Bonding Ability
 - 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
 - 3.1.2.1.7. Form 6; Respondent Contact Directory;
 - 3.1.2.1.8. Form 7; Reference List; and
 - 3.1.2.1.9. Authority to Transact Business in the State of Georgia;

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:

3.1.2.2.1. Exhibit B.1-Cost Proposal (**This should be included in a separate sealed envelope and labeled “Cost Proposal”**);

3.1.2.2.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals;

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. Executive Summary (Tab in Volume I)

3.2.1.1. Cover Letter: The executive summary must include a letter with the Proponent’s name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent’s approach to providing the services solicited in this RFP.

3.2.1.2. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent’s qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent’s Team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and

how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years.

3.2.2. Organizational Structure (Tab in Volume I):

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.2.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team;

3.2.2.2. providing a descriptive of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure; and

3.2.2.3. providing the names of proposed candidates for each function on the chart.

3.2.2.4. What kind of geographical classification applies to your company.

- Local (operates in only one (1) city or state)
- Regional (operates in only one geographical area)
- Multi-regional (operates in only one region, but not national)
- National (provides service across the U.S. only)
- International (conducts business in the U.S. and abroad)

3.2.3. Experience and Qualifications of Key Personnel (Tab in Volume I):

3.2.3.1. Identify and provide resumes for the individuals that the Proponent will use as Key Personnel. Key Personnel may include but not limited to the following:

3.2.3.1.1. Project Manager – Minimum of five (5) years of experience

3.2.3.1.2. Quality Control Manager – Minimum of three (3) years of experience

3.2.3.1.3. Geographical Information Science (GIS) Manager – Minimum of three (3) years of experience

- 3.2.3.1.4. Survey Engineer – Minimum of three (3) years of experience
- 3.2.3.1.5. Cartographer – Minimum of three (3) years of experience
- 3.2.3.2. Resumes should be organized as follows:
 - 3.2.3.2.1. Name and Title;
 - 3.2.3.2.2. Professional Background;
 - 3.2.3.2.3. Current and Past Relevant Employment;
 - 3.2.3.2.4. Education;
 - 3.2.3.2.5. Certifications;
 - 3.2.3.2.6. List of (3) Relevant projects, including:
 - 3.2.3.2.6.1. client name;
 - 3.2.3.2.6.2. project description;
 - 3.2.3.2.6.3. project value;
 - 3.2.3.2.6.4. role of the individual;
 - 3.2.3.2.6.5. the original contract schedule to start and complete the project; and
 - 3.2.3.2.6.6. the actual start and completion dates of the project.
- 3.2.3.3. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.
- 3.2.4. **Overall Experience, Qualifications and Performance on Previous Projects (Tab in Volume I):**
 - 3.2.4.1. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit B; Scope of Services. Proponents should also include work product examples from similar projects.
 - 3.2.4.2. A detailed history for Proponent's and subcontractor or subconsultant's work performing the services outlined in the Exhibit B.
 - 3.2.4.3. Three (3) letters of reference (on the reference's letterhead) where the Proponent implemented similar projects. Include a contact name, address, phone number, email address and project value.
- 3.2.5. **Management Plan (Tab in Volume I):** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:
 - 3.2.5.1. Proponent's approach to team leadership;
 - 3.2.5.2. How the Proponent will:
 - 3.2.5.2.1. ensure proper communications among pertinent project team members;
 - 3.2.5.2.2. assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.5.2.3. establish and maintain the necessary cooperative relationships;

- 3.2.5.2.4. coordinate all necessary project activities within that team relationship;
- 3.2.5.2.5. identify the tools that are intended to be used to manage these project elements; and
- 3.2.5.2.6. Proponent's proposed method to:
 - A. Identify and resolve issues during the project duration; and
 - B. Make critical decisions.
- 3.2.5.2.7. Describe the management process the Proponent will implement to ensure all work and services performed are to the highest quality. The approach should include a description of the Proponent's process as it pertains to equipment, methods, techniques, and procedures used to ensure accurate and comprehensive set of deliverable products. Describe the proponent corrective action plan. Describe how the Proponent's organization structure supports this plan and clearly identify responsible and accountable parties.
- 3.2.5.2.8. Proponent must provide a description of the approach to the Scope of Service. All proponents must be comprehensive and include a detailed pilot project timeline and complete project timeline to go along with their narrative.

3.3. **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit B.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) original, marked "Original" and seven (7) copies in a separate envelope.**

4. Submission of Proposals:

- 4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-7704; Lot Boundary Conversion and Street Centerline Enhancement**, and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

- 4.2. A Proponent is required to submit one (1) original, marked "Original" and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal

must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

- 4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and seven (7) copies of its Cost Proposal with its Information Proposal.

5. Responsiveness and responsibility for each Proponent can be observed as the following:

- A. The responsiveness of a Proponent is determined by, but not limited to, the following:
 - 1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 - 2. The completeness of all material, documents and/or information required by the City; and
 - 3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- B. The responsibility of a Proponent is determined by, but not limited to, the following:
 - 1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
 - 2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
 - 4. The quality of performance of previous contracts or work;
 - 5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
 - 6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
 - 7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and

8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

6. The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20__

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.

Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes (**Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.**)

☐ No

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 2 of 7)

C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**
☐ ☐

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**
☐ ☐

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**
☐ ☐

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**
☐ ☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**
☐ ☐

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**
☐ ☐

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**
☐ ☐

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

YES **NO**
☐ ☐

(b) directly or indirectly, received revenues from the City?

YES **NO**
☐ ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

YES **NO**
☐ ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

YES **NO**
☐ ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES **NO**
☐ ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES **NO**
☐ ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES **NO**
☐ ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

YES **NO**
☐ ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES **NO**
☐ ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES **NO**
☐ ☐

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 4 of 7)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 5 of 7)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 6 of 7)

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 7 of 7)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed _____ **Name:** _____

Signature: _____

Date: _____

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, **20**__.

Notary Public of _____(state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

Subscribed and sworn to or affirmed by _____ **(name), as the**

(title) of _____ **(entity or partnership name) this**
____ **day of** _____, **20**__.

Notary Public of _____(state)

My commission expires: _____

Notary Public of _____(state)

My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or
partnership completing this Form: _____

Relationship of individual, entity
or partnership completing this Form
to the Proponent: _____

Contact information of individual,
entity or partnership completing
this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2011</u> (Thousands)	<u>Year: 2012</u> (Thousands)	<u>Year: 2013</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__.

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__.

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](**"Insurer"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-____: _____ (**"Project"**) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Offerors **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](**"Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-____; _____ (**"Project"**) and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (**"Offeror"**) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only:** The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-___**;
_____:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”
(FORM 8)

Proposal Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents (\$_____); or [ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER FC-____**; _____, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-____**; _____, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent’s check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney’s fees to be fixed by the Court.

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond (Page 2 of 2)

Enclosed is a Proposal Bond in the approved form, in the amount of either:

[i] _____ Dollars and Cents (\$ _____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-_____**; _____
_____. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____ 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

Surety:
Name: _____
By: _____
Name: _____
Title: _____

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below “Required Proposal Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and seven (7) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	Required Proposal Submittal Check Sheet
1	Volume 1 – Informational Proposal: <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Experience and Qualifications of Key Staff <input type="checkbox"/> Overall Experience, Qualifications and Performance on Pervious Similar Projects <input type="checkbox"/> Management Plan
2	Volume II – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act Forms <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgment of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond/Proposal Guarantee (N/A) <input type="checkbox"/> Form 9; Required Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Appendix A - Office of Contract Compliance Forms 1 – 5
3	Exhibit B.1 – Cost Proposal
4	Proponent’s Official Company Name: Company Physical Address:
5	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address:
6	Primary Point-of-Contact Concerning RFP: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address:

PART III

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
5 %	Executive Summary	
10 %	Organizational Structure	
15 %	Experience and Qualifications of Key Staff	
15 %	Overall Experience, Qualifications and Performance on Previous Similar Projects	
20 %	Management Plan	
10 %	Cost Proposal	
15 %	OCC Programs	
10 %	Financial Capability	
100%	TOTAL SCORE	

PART V

DRAFT MASTER TECHNOLOGY AGREEMENT

MASTER TECHNOLOGY AGREEMENT; CONTRACT NO. FC-_____

This Master Technology Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Provider") set forth below.

Contract Name:	Contract No. FC-
Provider	City of Atlanta
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Provider the software ("Software") [and Support and Maintenance Services] described on the Software Order Forms attached as **Exhibit A** [and/or] the services described on the Statements of Work attached as **Exhibit B** ("Services"). The total amount of payments by City under this Agreement shall not exceed \$_____ ("Master Maximum Payment").

2. Term. Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date that is the later of (a) the date of acceptance of all Deliverables set forth on any Statement of Work pursuant to the Section entitled "Services" or (b) the date of acceptance of all Software set forth on any Software Order Form pursuant to the Section entitled "Software and Support Services" (the "Term").

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit C**.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit C - Definitions
3. Exhibit A - Software Order Forms
4. Exhibit B - Statement of Work
5. Exhibit E - City Security Policies
6. Exhibit G - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents²

4. **Authorization**. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit D**.

5. **Services**.

5.1 **Statement of Work**. The Statement of Work shall contain, as applicable: (a) a reference to this Agreement; (b) a detailed description of the Services to be provided, together with all Work Product applicable to the Services; (c) a detailed milestone, delivery, service availability, and completion schedule applicable to the Services ("Milestone Schedule"); (d) detailed Requirements describing and defining the relevant design, functional, operational and performance characteristics, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level credits and other performance criteria; (e) the location where the Services are to be performed and a detailed list of all equipment, software, Facilities and names or positions of Provider Personnel required to provide the Services ("Resources"); (f) the Charges for the Services and the schedule on which such Charges will be invoiced, the Statement of Work maximum payment and, as applicable, regular and overtime hourly rates; (g) City's special conditions of acceptance for the Services and Work Product, if any; (h) the identity of the key Provider Personnel and City personnel for the Services; and (i) any additional provisions applicable to the Services to be provided under the Statement of Work that are required by this Agreement to be addressed and are not otherwise set forth in this Agreement. If any services to be performed are not specifically described in the Software Order Form or Statement of Work, as applicable, but are a necessary component of providing the Services, those services, functions, or tasks will be deemed to be implied in the scope of the Services to the same extent as if specifically described in such Software Order Form or Statement of Work.

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

² For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Performance of Services. Provider shall perform all Services in a manner that causes minimal interference with normal operations of City and in compliance with the City Security Policies set forth in **Exhibit E**, and other requirements and regulations described in this Agreement, the Statement of Work, or otherwise required by City. Compliance with these policies will not be construed as limiting, in any manner, Provider's obligations with respect to all applicable governmental requirements and regulations or its duty to undertake reasonable actions to establish and maintain secure conditions. Provider is responsible for all costs incurred as a result of this Section.

5.3 Acceptance of Specific Deliverables. Each Deliverable set forth on the Statement of Work shall be subject to acceptance testing by City. Provider shall demonstrate the Deliverable's compliance with the acceptance testing procedure outlined in the Contract Documents. If a Deliverable fails to pass the acceptance test, Provider shall remedy each failure and shall re-tender the corrected Deliverable to City for re-testing according to the acceptance testing procedure. If the Deliverable is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier), then City may at its option:

(a) set a new deadline by which the corrected Deliverable must operate in accordance with the specifications in the applicable Statement of Work, always provided that if this deadline is not met City may proceed under (b); or

(b) terminate the Agreement pursuant to the Section entitled "Termination," whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

5.4 Resources. Unless otherwise expressly provided in this Agreement, all Resources shall be furnished by and shall be under the control of Provider. Provider shall be responsible, at its sole cost, for procuring and using such Resources in proper and qualified, professional and high quality working and performing order.

6. Software and Support Services

6.1 License Grant. Except to the extent expressly modified or supplemented in the relevant Software Order Form and in consideration of the payment of the Charges set forth in the applicable Software Order Form, Provider hereby grants to City a worldwide, perpetual, transferable, sublicenseable, royalty-free license to: (a) use the Software in object code format and related documentation for City's purposes; and (b) reproduce the Software and related documentation to the extent necessary to use the Software (in compliance with any licensing constraints in the Software Order Form) and to create copies for backup, archival, testing and disaster recovery at no additional charge. Use of the Software and related documentation by City shall include use by its employees, agents, consultants, independent contractors, and other similar Third Parties.

6.2 Implementation Services. Provider will perform all functions and services necessary to implement the Software into City's operations and systems (the "Implementation").

6.3 Acceptance Testing. Upon notice by Provider of the Implementation, Provider shall demonstrate that the Software is operating in accordance with the specifications, functionality and Documentation ("Software Specifications") set forth in the Software Order Form. If City finds that the Software is operating in accordance with Software Specifications, City shall confirm its acceptance of the Software by delivering a User Acceptance Form, attached as **Exhibit F**, to Provider. If the Software is not operating in accordance with the Software Specifications, Provider shall correct the Software to conform to the Software Specifications. If the Software is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier) then City may at its option:

(a) set a new deadline by which the Software must operate in accordance with the Software Specifications, always provided that if this deadline is not met City may proceed under (b); or

(b) terminate the Agreement pursuant to the Section entitled "Termination," whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

7. Change Documents.

7.1 Change Documents.

7.1.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Master Maximum Payment or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").³ All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

7.1.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Master Maximum Payment executed between City and Provider which may or may not require legislative approval under Code Section 2-1292;

³ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

(b) Change Documents to the Agreement involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment executed between City and Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Master Maximum Payment, changes in the value of the Charges or changes in the terms or amounts of compensation under the Master Maximum Payment.

Change Documents that do not involve an increase in the Master Maximum Payment will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

7.1.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Provider shall evaluate it and submit a written response (“Proposed Change Document”). A Change Request which involves the reduction of Services shall be effective upon written notice to Provider.

7.1.4 Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

7.1.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Provider with comments regarding a Proposed Change Document, and Provider shall respond to such comments, if any. A Proposed Change Document from Provider will become effective only when executed by an authorized representative of City.

7.1.6 City may propose any changes to the Agreement including, but not limited to, changes that it contends do not involve an increase to the Master Maximum Payment, and Provider shall, in good faith, evaluate such proposed Change Request. If City and Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Provider, pursuant to Code Section 2-1292(d), and City and Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit G**. During the pendency of such dispute, Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.2 Suspension of Services. City may, by written notice to Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon

receipt of a suspension notice, Provider must, unless the notice requires otherwise: (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. Ownership Rights

8.1 Work Product.

8.1.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

8.1.2 If any of the Work Product is determined not to be a work made for hire, Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Provider has any rights to the Work Product that cannot be assigned to City, Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

8.1.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

8.1.4 To the extent exclusive title or complete and exclusive ownership rights in and to any Work Product created by Provider Personnel may not originally vest in City by operation of Applicable Law, Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all right, title and interest in the Work Product.

8.1.5 Without any additional cost to City, Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to

enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Provider irrevocably designates City as Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary in Provider's name with the same force and effect as if performed by Provider.

8.2 Third Party Works. Provider shall not use or include any Third Party Works in the Deliverables unless Provider has obtained prior written consent to the use and/or inclusion of such Third Party Works from City. Where City approves use or inclusion of any Third Party Work in the Deliverables, Provider shall whenever possible obtain an assignment to City of all Intellectual Property Rights in such Third Party Works. If it is not possible to obtain an assignment of all Intellectual Property Rights in any Third Party Works, Provider must obtain City's written confirmation in advance that it is willing to forego an assignment. If City agrees to forego an assignment of all Intellectual Property Rights in any Third Party Works which Provider wishes to include in the Deliverables, Provider shall acquire the right for City to use the Third Party Works for such primary or secondary purposes, and periods (with the right to sublicense). Any failure to obtain the forgoing rights must be notified to City in writing and specifically agreed to by City. In all cases, City shall have an option to review and approve in advance any license or procurement agreement for the use of any Third Party Works to be included in any Deliverable.

9. Data Protection. To the extent that Provider accesses or processes any Personal Data received from or on behalf of City in the course of provision of the Services, Provider shall at all times:

- (a) act only on the instructions of City;
- (b) not transfer the Personal Data to another Party without City's prior written consent;
- (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such Personal Data;
- (d) immediately notify City upon any breach, potential breach, or unauthorized access to Personal Data;
- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding Personal Data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

10. Provider's Obligations.

10.1 Provider Personnel. Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

10.2 Provider Authorized Representative. Provider designates the Provider Authorized Representative named on page 1 of this Agreement (the "Provider Authorized Representative"), who shall: (a) be a project executive and employee within Provider's organization with the information, authority and resources available to properly coordinate Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Provider; (c) have day-to-day responsibility and authority to address issues relating to the Software and Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

10.3 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Provider's receipt of notice from City that the continued assignment to the City Contract of any Provider Personnel is not in the best interests of City, Provider shall remove such Provider Personnel from City's Contract. Provider will not be required to terminate the employment of such individual. Provider will assume all costs associated with the replacement of any Provider Personnel. In addition, Provider agrees to remove any Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Provider becomes aware of such misconduct or breach.

10.4 Qualifications. Upon City's reasonable request, Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Provider Personnel.

10.5 Subcontracting. Unless specifically authorized in this Agreement, Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

10.6 Key Provider Personnel and Key Subcontractors.

10.6.1 The following Persons are identified by Provider as ("Key Provider Personnel") under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

10.6.2 The following Persons are identified by Provider as (“Key Subcontractors”) under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

10.6.3 Provider shall not transfer, reassign or replace any Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Provider’s sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

10.7 Reports. Provider shall provide those periodic reports set forth in the Statement of Work or as otherwise reasonably requested by City from time to time. Provider shall modify the content and format of any reports or provide additional reports as reasonably requested by City from time to time.

10.8 Conflicts of Interest. Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

10.9 Commercial Activities. Neither Provider nor any Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

11. City’s Authorized Representative.

11.1 City Authorized Representative. City designates the City Authorized Representative named on page 1 of this Agreement (the “City Authorized Representative”) who shall: **(a)** serve as primary interface and the single-point of communication for the provision of Services; **(b)** have day-to-day responsibility to address issues relating to this Agreement; and **(c)** to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

11.2 Inspection. City may perform routine inspections of any work while such work is being performed or is in progress. A representative of City may be on-site during the provision of any Services to perform functions such as safety watch, protection of its electric transmission system, to obtain clearances, knowledge transfer and training, or for any other reason.

11.3 City's Right to Review and Reject. Any Work Product, Service, or document or item to be submitted or prepared by Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are disapproved, Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

12. Payment Procedures.

12.1 General. All Charges for Services will be calculated in accordance with the relevant Software Order Form or Statement of Work and will be payable in accordance with the payment requirements set forth therein. City will not be obligated to pay Provider any amount in addition to the Charges for Provider's provision of the Services.

12.2 Invoices. Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the Software Order Form or Statement of Work. Each invoice shall be in such detail and in such format as City may reasonably require from time to time. To the extent not set forth in a Statement of Work or Software Order Form, Provider shall invoice City monthly for Services rendered.

12.3 Taxes. Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with its performance of its obligations under this Agreement. Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Provider is refunded any Tax payments made relating to the Services, Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

12.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Master Maximum Payment for all Software and Services under all Software Order Forms and Statements of Work nor shall City be obligated to pay any amount in excess of the Statement of Work maximum payment or Software Order Form maximum payment.

12.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Software Order Form or Statement of Work, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

12.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice or (b) discovery of the basis for any such dispute. City and Provider agree to use all reasonable commercial efforts to resolve

any disputed amount in any invoice within thirty (30) days of the date City notifies Provider of the disputed amount.

12.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Software or Services by City constitutes acceptance of any Software or Services.

12.8 Right to Offset. Notwithstanding any provision of this Agreement to the contrary, City may offset any claims, liquidated or unliquidated, absolute or contingent, that it may have against Provider, arising out of this Agreement, against any monies to which Provider might otherwise be entitled, and no property interest in any such monies (not to exceed an amount that City reasonably determines will cover its claims) will exist in Provider pending the determination and discharge of the claims.

12.9 Payment of Other Persons. Prior to the issuance of final payment from City, Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Provider.

13. Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Provider warrants to City that:

13.1 Authority. Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

13.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

13.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

13.4 Materials and Equipment. Any equipment or materials provided by Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their

respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended by City.

13.5 Intellectual Property Rights. None of the Services or Software utilized by Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Provider in fulfilling its obligations hereunder (including Work Product), shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.

13.6 No Viruses. All Services and Software shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, that can disrupt, erase, disable, shut down, or otherwise damage any part of a computer system.

13.7 No Locks, Back Doors etc. The Services and Software do not and will not contain any computer code that would automatically disable the Services, or Software or any hardware or systems, or impair, or enable Provider to impair, in any way the operation thereof based on the elapsing of a period of time, exceeding an authorized number of copies or users, advancements to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," "locking devices," or "drop dead devices") or that would permit Provider to access the Services, or Software or City's systems to cause such disablement or impairment (sometimes referred to as a "trap door" or "back door" device).

13.8 No Open Source Code. The Services and Software shall not include any "open source" code (as defined by the Open Source Initiative) or "Free" code (as defined by the Free Software Foundation) or any similar code (collectively, "Open Source Code") or be created in such a way that such are compiled with or linked to Open Source Code, without City's prior review and approval of the applicable license agreement. Provider further represents and warrants that it shall not include Open Source Code or other similar code in the Services or Software, or create such a way, or for use with any third Party code:

(a) that would impose any requirements on how the Services, Software, or any portion thereof, is distributed, published, licensed or otherwise made available to third Parties;

(b) that would create, or purport to create, obligations for City with respect to the Services or Software;

(c) that would grant, or purport to grant, to any third Party any rights to or immunities under City's Intellectual Property rights in the Services or Software; or

(d) that would have the effect of requiring that the Services, Software, or any portion thereof: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; (c) be redistributable at no charge; or (d) be licensed under any open source or Free software license or licensing scheme.

13.9 Remedies for Defects. Upon notification from City of a breach of Section, Provider will immediately correct and repair any such breach at no charge to City. If Provider is unable to do so, at City's option, Provider will accept return of the Services and Software and will refund to City all fees paid.

14. Compliance with Laws.

14.1 General. Provider and its subcontractors will perform the Services in compliance with all Applicable Law.

14.2 City's Socio-Economic Programs. Provider shall comply with Appendix A and any applicable City socio-economic programs including, but not limited to, City's EBO and EEO Programs and requirements set forth in the Code in the performance of the Services.

14.3 Consents, Licenses and Permits. Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Provider in performing Services and complying with this Agreement.

15. Confidential Information.

15.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed sensitive security information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

15.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (a) a subpoena; (b) judicial or administrative order; or (c) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: (a) seek a protective order preventing such disclosure; or (b) intervene in

such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

16. Audit and Inspection Rights.

16.1 General.

16.1.1 Provider will provide to City, and any Person designated by City, access to Provider Personnel and to Provider owned Facilities for the purpose of performing audits and inspections of Provider, Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

16.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

16.1.3 Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

16.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Provider, Provider shall promptly refund such overpayment and Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Provider.

16.2 **Records Retention.** Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

17. General Indemnification by Provider. Provider shall defend, indemnify, and hold harmless City, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns ("City Indemnitees"), from any Losses arising from claims or actions based upon:

- (a) Provider's or Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Provider Personnel, or any subcontractor, claiming an employment or other relationship with Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Law to the extent such claim is based on the act or omission of Provider or Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual, caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider; and

(e) damage to, or loss or destruction of, any real, tangible, or intangible property caused in whole or in part by the tortious conduct of Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Provider.

18. Intellectual Property Indemnification by Provider. Provider shall defend, indemnify and hold harmless City Indemnitees, from and against any and all Losses arising from Third Party Claims that the Deliverables or Software or any other item, provided or used under this Agreement by Provider (or any Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Deliverables or Software infringes or misappropriates the Intellectual Property Rights of a third Party. If any Deliverable, Software or other item provided by Provider hereunder is held to constitute, or in Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (a) procure the right for City Indemnitees to continue using such Deliverable, Software or other item; (b) replace such Deliverable, Software or other item with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; (c) modify such Deliverable, Software or other item, or have such Deliverable, Software or other item modified, to make it non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; or (d) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

19.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR

PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information;" or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or sensitive security information, regardless of the manner in which such damages are characterized.

20. Insurance and Bonding Requirements. Provider shall comply with the insurance and bonding requirements set forth on **Appendix B.**

21. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

22. Termination.

22.1 Termination by City for Cause. City may at its option, by giving written notice to Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents that is not cured by Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Provider's obligations under this Agreement or is in violation of any City ethics ordinances.

22.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the Section entitled "Termination by City for Cause," Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to any Person for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience."

22.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Provider, if Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy, seeks reorganization, or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

22.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Provider waives any claims for damages, including loss of anticipated profits. As Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Provider in its business within thirty (30) days following termination. If requested, Provider shall substantiate such costs with proof satisfactory to City.

22.5 Termination for Lack of Appropriations. If during the Term of this Agreement, legislation establishing a Master Maximum Payment for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Master Maximum Payment has been legislatively authorized.

22.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination or (b) any damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Provider shall immediately: (a) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (b) inventory, maintain and turn over to City all Services Work Product, licenses, equipment, materials, plant, tools, and property furnished by Provider or provided by City for performance of the terminated Services; (c) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (d) comply with all other reasonable requests from City regarding the terminated Services; and (e) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

22.7 Transfer of Services. To the extent requested by City, in addition and without prejudice to any exit plan set out in any Statement of Work, prior to, upon and for up to three (3) months after termination or expiration of the Agreement, Provider shall, at no cost to City, provide reasonable assistance to City and any authorized third Parties (including any replacement service provider) in assuming performance of the expired or terminated Services so as to ensure their smooth handover and uninterrupted operation. Such assistance may, without limitation, include:

- (a) promptly and fully answering all questions as to the manner in which the Services have been provided for the purpose of allowing City or any new service provider to conduct “due diligence;”
- (b) migration of programs, data and other materials from Provider’s equipment to similar equipment owned by City or a new service provider;
- (c) using all reasonable endeavors to procure that any contracts entered into for the purpose of providing services to City are assigned to City or a new service provider; and
- (d) providing all system passwords (including any root passwords) for all user accounts.

23. Dispute Resolution.

23.1 All disputes under the Contract Documents or concerning the Services shall be resolved under this Section and **Exhibit J**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement terminates or expires and except to the extent the issue in dispute precludes performance. A dispute over payment will not be deemed to preclude performance by Provider.

23.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

23.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

23.4 Equitable Remedies. Notwithstanding the other provisions, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning: (a) Confidential Information; (b) Intellectual Property Rights; (c) Personal Data; or (d) other matters for which equitable rights are expressly provided in this Agreement, money damages would be an inadequate remedy and the other would be irreparably harmed. Accordingly, City may seek a preliminary or permanent, mandatory or prohibitory, injunction or such other order of a court of competent jurisdiction.

24. General

24.1 Division of Agreement. The division of this Agreement into sections, subsections and exhibits, the division of exhibits of this Agreement into sections and subsections, and the insertion of headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

24.2 References. Unless otherwise provided to the contrary: (a) all references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years, (b) any reference to a "Section," or "Exhibit" will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; (c) any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection; and (d) any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Whenever the word "or" is used in this Agreement, it will be deemed not to be exclusive. Whenever the term "good faith" is used with respect to a performance obligation of a Party, it will be deemed to mean that such Party will use commercially reasonable efforts on a diligent basis (and the Party may act in its own self-interest). References to "\$" or "dollars" will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

24.3 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

24.4 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

24.5 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by Provider in any manner without the prior written consent of City and any attempt to do so without such written consent shall be void ab initio.

24.6 Publicity. Provider shall not make any public announcement, communication to the media, take any photographs, or release any information concerning City, the Services or this Agreement without the prior written consent of City.

24.7 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

24.8 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

24.9 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

24.10 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning including, without limitation, software licenses and warranty obligations shall survive the expiration or termination of this Agreement.

24.11 Independent Providers. Provider is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

24.12 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

24.13 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

24.14 Unauthorized Goods or Services. Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Provider. Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

24.15 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

[Signatures on Following Page.]

The Parties, by authorized representatives, have executed this Agreement as of the Effective Date.

City of Atlanta

[Provider - *See following page for signature block options. If the Provider is a Joint Venture, all Joint Venturers should be signatories.***]**

Mayor

Municipal Clerk (Seal)

Approved:

[Using Agency]

Chief Procurement Officer

Approved as to form:

City Attorney

Signature Block Options for Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Exhibit A

Software Order Form

EXHIBIT A

SOFTWARE ORDER FORM

1. Master Technology Agreement

This Software Order Form is subject to the Master Technology Agreement. Description of Software

[Identify the Software being purchased including name, specifications and functionality and attach any Documentation or reference it specifically.]

2. License Grant

[If different than grant provided in Section 6.1]

3. Restrictions on Use

[If applicable, include information regarding restrictions on use, such as at a particular location, number of users if a seat license]

4. License Fees and Payment Terms

[revise as applicable]

Table 1 – Software Charges			
Quantity	Description of Software	Permitted Number of Concurrent End-Users at Site(s)	Unit Price
1			[\$ _____]
1			[\$ _____]
1			[\$ _____]
	Annual Maintenance Fee		see below

5. Annual Support and Maintenance

5.1 Scope of Support Services. Provider will provide support and maintenance Services for the most current version of the Software and, upon the issuance of a new release or new version, and at City's request, Provider will also provide support and maintenance services for up to one (1) previous version of the Software for up to one (1) year following such issuance ("Support and Maintenance Services"). If a Software product is discontinued, Provider will continue to provide support and maintenance services for such discontinued Software for up to one (1) year after notice of discontinuation and will reasonably assist City in the procurement of a similar replacement product.

5.2 Provider Support Responsibilities. Provider will provide to City the following as part of the Support and Maintenance Services:

5.2.1 General Support. Unlimited telephone or email support to City's technical support personnel between the hours of [_____].

5.2.2 Software Updates. Any and all Software Updates issued for the Software. The term "Update" will mean: **(a)** any engineering patch, modification or revision intended to correct deficiencies, defects, bugs and errors in the Software, including failures to conform to the Documentation or the terms of this Agreement, or to bring the Software into compliance with Applicable Law and **(b)** any new version or release of the Software which improves existing functions and performance, or which is identified as a mandatory change to the Software. Updates do not include any new version that constitutes a separate product by virtue of substantially different architecture and technical changes to the Software that add new features or functionality and for which Provider imposes a separate charge to its customers.

5.2.3 Error Correction. For each issue or incident related to the Software that City submits for support and maintenance Services, Provider will issue a tracking number and will monitor the resolution of the problem. Within 24 hours of resolution of the issue or incident, Provider will furnish City a root cause analysis of the issue or incident. City will be able to reference any such issue using this tracking number, and Provider will provide City with a monthly reconciliation report containing the status of all pending issues.

5.3 Support Term. The support and maintenance Services will begin upon acceptance of the Software and will continue on an annual basis for each year that City has elected to procure support and maintenance Services. City's failure to pay an invoice for support and maintenance Services within ninety (90) consecutive days after receipt of a proper, undisputed invoice will result in the cancellation of support and maintenance Services related to the unpaid invoice. City may renew the support and maintenance Services at any time following cancellation by paying all sums properly billed and undisputed, which would have been paid, had support and maintenance Services been continually active; provided, however, that such cancellation was not due to Provider's default or non-performance of this Agreement.

5.4 Annual Support and Maintenance Fees. Annual support and maintenance fees are payable by City in the amount specified below in Table 2.

Table 2 – Annual Support and Maintenance Fees	
Description of Software	Annual Support and Maintenance Fee

6. Software Order Form Maximum Payment. The Software Order Form Maximum Payment shall be \$_____. Notwithstanding anything to the contrary in this Software Order Form, the charges pursuant to this Software Order Form shall not exceed, nor shall City be liable for any amounts above, the Software Order Form maximum payment.

7. Acceptance Testing Procedure.

Exhibit B

Scope of Service



CITY OF ATLANTA
Department of Planning & Community Development
The Office of Buildings & Office of Planning

Lot Boundary Conversion and Street Centerline Enhancement RFP

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Introduction and Background

The City of Atlanta Department of Planning and Community Development – Office of Buildings and Office of Planning (City) is soliciting proposals for Cadastral (Lot Boundary) Conversion and Street Centerline Enhancement services. The project area concerns all land included within the corporate city limits which falls within both Fulton and DeKalb County. These specifications set forth the requirements for a seamless, Geodatabase using ESRI's suite of GIS software. The Consultant will furnish all labor, material, and equipment necessary to properly complete the work specified herein.

1.1 General Information

The City of Atlanta is approximately 132 square miles. It lies within two counties (Fulton & DeKalb) and contains approximately 160,000 lots. This creates a unique situation which makes timely and accurate land management updates somewhat cumbersome. Current business drivers make it necessary to maintain three parcel/lot boundary datasets to get an accurate view of property geometry. Both Fulton and DeKalb County provide an annual tax parcel¹ digest which identify ownership for taxation. However, the City maintains an independent cadastral (lot boundary) map² layer which identifies officially recognized lots that meet the cities pre-requisite for development. The ability to maintain accurate and up to-date boundary changes is a critical path for all business operations within the Office of Buildings. The lot boundary layer is the foundation for all permitting, inspection, and zoning activities.

1.2 Existing Mapping Summary

For several years the City has created tools and procedures to accommodate the growing needs of the departments it support. The ability to update our lot boundary map is a vital foundational task. Atlanta, like many cities maintained its official property boundaries by updating mylar map sheets. This soon became a timely and laborious task. The City needed a digital representation of its approved lot boundaries to simplify updates. However, due to limited resources the City decided on a consolidation method rather than a full heads-up digitization. Meaning, we did not create digital lot boundary maps from scratch. Instead, we started by digitally stitching together portions of Fulton and DeKalb county tax parcel maps. This became the first stage of our working GIS layer for updating approved lots³ from new plats and replats. However, by using the county tax parcel digest as our base; we inherited spatially inaccurate data and unapproved lot configurations. Since our need was a layer with only City approved lots we would overlay the corresponding scanned, geo-referenced mylar map sheet, and compare lots one-by-one to validated correctness.

¹**Tax Parcel** A tract of land recognized by the county for the purpose of assessing property value and collecting real estate (property) tax.

²**Lot Boundary Map (Cadastral Map)** the working map representing a compilation of all approved lots in the City of Atlanta.

³**Approved Lot (or simply "Lot")** A tract of land recognized by the City of Atlanta through a formal subdivision approval process according to land regulations defined in the City's Code of Ordinances.

Scope of Services

The City of Atlanta Department of Planning and Community Development – Office of Buildings and Office of Planning is seeking a qualified GIS consultant to provide professional services to create a digital property boundary base and street centerline to facilitate GIS functions. The City desires a state of the art technological land management solution capable of supporting its current and future enterprise business application needs. The City prefers not to have a custom developed solution. Rather to take advantage of existing land parcel data models and commercial-off-the-shelf (COTS) land parcel maintenance software to the fullest extent possible.

2.1 General Information

The City started its in-house conversion process as outlined in section *1.2 Existing Mapping Summary*. It was determined that utilizing existing county parcel data as the base was the best approach rather than heads-up digitizing. However, our current process falls short in supporting our long-term needs. The City has the need for a more accurate and scalable solution. The consultant is required to provide a detailed methodology that meets specifically these key areas of improvement.

1. Develop a new digital lot boundary base layer from existing hand-drawn mylar cadastral (lot boundary) maps and approved submitted plat improvements.
2. Development of a lot boundary maintenance application using the most current software and technology.
3. Update current street centerline and address points.

The primary source documents for reconstruction of the city lot boundary base should be the original cadastral lot boundary maps to the extent that it is feasible to do so. Where primary source material is missing, incomplete or requires inordinate effort to research then secondary sources such as existing plat maps, aerial photos, or other sources may be used. The geodatabase will store points, lines, and areas using the Geographic Coordinate NAD 1983 State Plane Georgia West FIPS 1002 Feet. Also, attribute data and/or annotation associated with each graphic feature. In addition to these items, all attributes associated with the current lot feature should be included. The minimum existing attributes to be captured include:

- Parcel ID
- Lot Dimension
- Lot ID
- Landlot/District
- Address

These feature classes should be fully populated prior to delivery, and will contain the same tabular attributes as the source data files.

2.2 General Requirements

The following information indicates the general requirements, guidelines, and expectations. It constitutes a base standard of expectations accuracy, content, etc. This RFP offers the respondents the opportunity to offer alternatives with an explanation of their advantages and detriments with respect to the task itself as well as the overall scope of the project.

The project will consist of the following tasks to be provided by the Consultant:

- Meet with City of Atlanta Office of Planning GIS Department and review existing workflows to ensure that the new technology will cause minimal disruptions while providing maximum benefits.
- Participation with the City in review, validation, and modification of the current lot boundary geodatabase design(s) as provided by the City.
- The proposed geodatabase schema must not include any proprietary components. All components of the proposed geodatabase model must be functional within the Standard (ArcEditor) licensing level of ArcGIS. Vendor respondents are encouraged to propose data models that take full advantage of, and which expand upon, the ESRI Geodatabase, as long as the resulting data model can be opened for editing by ArcGIS Standard (ArcEditor) without any third-party licensing.
- The proposed data model should be supported by a set of off-the-shelf productivity map editing tools that load as an extension to ArcMap. The expectation is that existing off-the-shelf software will be used to enhance the lot boundary map editing capabilities.
- Assist the City in the acquisition and preparation of source documents and materials necessary to successfully complete the project.
- Assist the City in identifying a 10% system pilot project to verify the geodatabase design and production methodologies. The pilot project will include all aspects and data types of the geodatabase model and consist of eight agreed upon areas measuring approximately 6000' X 6000' each containing no more than 2000 parcels.
- Development of a citywide seamless lot boundary geodatabase using the existing or approved modified data model, including appropriate topology rules, domains, and feature classes using the approved construction methodologies.
- Develop improved street centerline and address point file.

- Develop and implement any automated tools that will allow the City to better maintain the database.
- Provide on-site technical support and maintenance services for a period of time after acceptance of the project by the City.
- Include a detailed description of all quality control and assurance methods for all components of this project.
- Development and maintenance of an online tracking website for the duration of the project.

2.3 Data Acquisition and Source Documents

2.3.1 Initial Data Acquisition

City of Atlanta will provide the Consultant with access to all source data required to begin the lot boundary conversion project. We will provide copies and/or remote access to all digital property records. Paper maps and documents will need to be scanned and indexed by the Consultant. Scans will be captured and indexed in such a way as to allow subsequent reference or links to features in the GIS database, stored as standard image files (e.g. PDF, TIFF) or in a raster geodatabase.

2.3.2 Source Documentation

The City shall be responsible for providing the Consultant with the following:

- Shapefiles of current county tax parcel data, planimetrics, impervious surface layers, street centerline, county and city boundary, and lot boundary index.
- Digitally scanned and Geo-rectified copy of improvement plats in TIFF format. Consisting of approximately 2000 files. Plat maps are drawn at varying scales of either 1"=20 ft, 1"=30 ft, 1"=40 ft or 1"=60 ft. This data is also available in the original hardcopy format.
- Digitally scanned and Geo-rectified copy of City approved Lot Boundary Mylars in TIFF format consisting of approximately 445 files. Lot Boundary maps are drawn at 1"=200 ft. This data is also available in the original hardcopy format.
- Assistance in gaining access to all available information within our land management software Accela Automation.

2.4 Term of Project

The services to be performed, excluding support and maintenance, shall commence within ten (10) days from the date of receipt of the written notice to proceed and shall be completed in accordance with the terms of the contract. Responders shall provide the number of calendar days (including weekends and holidays) needed to complete the entire project (excluding support and maintenance) in the Technical Proposal.

2.5 Data Ownership

City of Atlanta will have exclusive ownership of all data and products created as a result of this project and will retain exclusive rights to such. All software (except that identified as existing and owned by the successful Consultant prior to contract award), maps, drawings, digital data, specifications, plots, reports, geodatabase schema, geodatabase dictionary, and other products and material (including copies thereof) relating to this project, developed for this project, or prepared in connection therewith, are the exclusive property of the City and will be delivered to the City in accordance with the project schedule or upon termination of the project. The successful Consultant shall not assert or establish any right or claim under design patent or copyright laws to any of the materials created or produced specifically for, and in conjunction with, this GIS project.

All data and other records supplied to the Consultant for this project will remain the sole property of the City. The Consultant will not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the Contract pursuant to this RFP, the Consultant will return all submitted records to the City upon completion of the work. The City will have the right, without the consent of the Consultant, to extract such data in industry standard formats, using standard utilities and at no cost to the City.

All intermediate products generated and used by the Consultant will become the property of the City. The City will take delivery of scanned images of plats, surveys, etc. that may be produced during the project.

Project Management

3.1 Project Production Location(s)

City of Atlanta encourages the establishment of a project office in the Atlanta region. The City will also consider making office space available to the project and/or the quality control team personnel.

3.2 Project Management Requirements

The Consultant will provide the following project management services in conjunction with the project:

1. Project Plan and Schedule
2. Project Status Web Page
3. Project Status Reports
4. Project Meetings
5. Procedures Manual

3.2.1 Project Plan and Schedule

The Consultant will provide a detailed Project Plan showing all milestones and tasks that will be needed to complete the project, in accordance with the Scope of Services in this RFP. The Project Plan will identify all resources necessary and actions required by both the successful Consultant and the City. The Project Plan will specify the Consultant and/or subcontractor's company name next to each task for which they are responsible. The City requires that the Consultant identify the name of the firm's resource(s) that they intend to allocate to the project and specify that resource's name. Each task that the City is to be responsible for should reflect "City" next to that particular task.

The Project Plan does not need to reflect specific dates at this time for each task, but will reflect the amount of time being allocated for each task. These times will be stated in calendar days (including weekends and holidays). The successful Consultant will be required to prepare finalized Project Schedule using Microsoft Project software or equivalent within sixty (60) days of the Project Start Date. The Plan will reflect all milestones and tasks to be completed for the entire Project and shall depict resources assigned to each task by

name in the Project Plan. The Project Plan will reflect the Project Completion date to be on or before the number of calendar days stated in the Technical Proposal for completion of the entire project. The Consultant will be required to update it on a periodic basis to be determined by the City. During the course of the project, regularly scheduled progress reports and meetings will be required. See Section 3.2.3: Project Status Reports and Section 3.2.4: Project Meetings for details.

3.2.2 Project Status Web Page

The selected Consultant will be required to host a secure web page to report ongoing project progress for the duration of the project. An ESRI ArcServer or ArcGIS online website should be created and customized to host the data for project progress.

3.2.3 Project Status Reports

Throughout the project, the Consultant must establish and maintain procedures for tracking and reporting project progress. The Consultant will be required to submit to the City written project status reports on a monthly basis. Telephone project status reports will also be provided every two weeks throughout the project. The reports will include a brief written summary of progress and other pertinent information. Written project status reports will, as a minimum, contain the following:

1. Delivery status
2. Deliveries submitted
3. Meetings held, planned or required
4. Issues / problems encountered (mapping, management, etc)
5. Issues / problems resolved
6. Potential problems
7. Production goals

3.2.4 Project Meetings

The City will require that the selected Consultant meet in person with City of Atlanta representatives on a monthly basis and at several key steps in the project, as listed below:

1. Project Initiation Meeting
2. Delivery of Pilot Area

3. Pilot Project Review
4. Pilot Project Acceptance Meeting with Users
5. Monthly meetings with the full Project Team
6. Beginning of Production Phase
7. Periodically Until Completion and Acceptance (TBD)

3.2.5 Disclosure of Sources

The Consultant, and/or its subcontractor(s), will establish and maintain procedures and controls for the purpose of assuring that no information in its possession obtained from City of Atlanta for the sole use of carrying out functions under this project, will be used for any other purpose or disclosed to any outside parties. City of Atlanta reserves the right to review such procedures to ensure acceptability to the City. If information and/or records are requested of the Consultant, and/or its subcontractor(s), from any entity, City of Atlanta will be notified immediately. City of Atlanta will directly address and respond to any and all requests. Failure by the Consultant and/or its subcontractors to adhere to this requirement may result in termination of the contract.

3.2.6 Return of Source Materials

All source materials provided to the Consultant by the City will be returned. All such material will be organized according to their respective tasks and returned in the condition in which they were provided.

Pilot Project & Conversion Specifications

4.1 Pilot Project

A pilot project consisting of approximately 10% of the city system will be conducted and completed by the selected Consultant before entering into full production. The Consultant will conduct an on-site demonstration of the pilot project to City staff for review and approval. The City and the Consultant will mutually determine the pilot project area. The objective of the pilot shall be:

- Execute and validate all procedures
- Identify risk and process improvements

- Produce a model geodatabase covering the pilot area
- Finalize quality control procedure
- Validate geodatabase integration
- Evaluate and approve all specified products
- Finalize project schedule

The pilot project will also be completed to assure the City that the Consultant is capable of performing the work in a timely manner according to the requirements specified. The City will provide the Consultant access to the necessary source materials covering each increment of work. The Consultant will recommend methods to the City to collect, reproduce, and catalog the source materials based upon the procedures developed during the pilot project.

Source documents will be collected for the pilot area. The Consultant will compile property map files for the designated pilot area. During construction of the data, the Consultant will identify exceptions. When the Consultant is unable to resolve the problem according to the agreed upon procedures, the Consultant will notify the City and suggest possible modifications to the resolution process.

The Consultant will also provide the appropriate source materials for quality control checking with each deliverable. Acceptance and quality control checks will be performed. Upon acceptance of the products, the Consultant will be required to return all source documents.

The pilot phase will be completed when the specifications and procedures have been validated and revised to reflect the results of the pilot project. It is only after acceptance of the pilot project that authorization to proceed into the production phase will be approved.

4.2 Lot Boundary Conversion Specifications

The delivered geodatabase should be a representation of approved city lots. The geodatabase will include features and attributes that comply with established topology validation rules. For example, boundary polygons will not have gaps or overlaps unless indicated so by the original source documents. Lot boundary lines will not have dangles or overlap other boundary lines.

4.2.1 Spatial Continuity

The structure of the map data will not inhibit the execution of GIS functions across boundaries or artificial discontinuities (sheet edges, model edges, or other demarcations). The Consultant will verify that features have not been omitted, "snapped" out of place, or

trimmed as dangles. All polygons and lines will be verified by the Consultant prior to delivery for proper closure and connectivity as appropriate.

4.2.2 Data Integrity

Edge matching: All Manuscript maps and digital data must match at the edges both visually and in terms of coordinate location. No edge match tolerance will be allowed. Attributes for adjoining features must also be identical. The City will work with the Consultant to assist in resolving current edge match issues in source materials. Incremental delivery units must edge match with previously delivered geographic areas.

1. Each digital file and/or hardcopy plat or map must be converted as a complete unit within the geodatabase structure. Adjacent or adjoining source data must register to each other.
2. All graphic features that share a common boundary, regardless of the digital map coverage, must have the exact same digital representation of that feature in all common digital files.
3. Connectivity: Where graphic elements visually meet, they must also digitally meet. Lines that connect polygons must intersect those polygons precisely, that is, every end point must be an intersection point of the respective polygon.
4. Line Quality: Transitions from straight line to curvilinear line segments shall be smooth, and without angular inflections at the point of intersection. There should be no jags or hoods or zero length segments. Curvilinear graphic features should be smooth with a minimum number of points. When appropriate, line smoothing programs should be used to minimize the angular inflection in curvilinear lines. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
5. Segmentation: The digital representation of linear elements must reflect the visual network structure of the data type.
6. Point Criteria: All point features shall be digitized as a single X, Y coordinate pair at the visual center of that graphic feature.
7. Labels and Annotation: All labels and annotations shall be consistent in defined sizes, fonts, levels, angles and offsets as identified in the pilot project.

4.2.3 Compilation Methodology

The Consultant's proposal will provide a generalized description of the major steps in the conversion effort. The proposed method for compiling a new property geodatabase will be described. Specifically, the use of the existing source documents in the hierarchical order should be discussed. The generalized plan will also describe the various steps involved in

the data conversion process from initial set-up through final processing, including the methodology for the addition of attribute data to the geodatabase.

4.2.4 Precision and Accuracy Standards

The accuracy of the lot boundary lines will be defined relative to visibility on the orthophotos. For purposes of this conversion, well-defined indicators shall include any feature indicative of evidence of property that can be sharply defined as discrete lines. Examples may include, but not be limited to, pavement edges, fence lines, buildings, or hedges and hydrographic features. Road Centerlines shall nominally lie completely within the rights of way shown on the lot boundary data. An exception to this requirement would be if in the judgment of the map compiler the street was not in fact built within the right of way or there are undeveloped rights of way or newly constructed roads for which no representation exists on the orthophoto or in the existing centerline file. The City will select well-defined indicators in consultation with the Consultant during the pilot phase. The data converted from the lot boundary maps shall not deviate from well-defined indicators by more than agreed-upon tolerances.

It is recognized that the recorded dimensions and orientation of real property boundaries to be shown in the digital cadastral map files and finished cadastral maps may not always agree with apparent physical locations derived from the orthophotos and/or planimetric and topographic data. As a result, overlapping or separated property boundary descriptions may be expected to exist.

4.2.5 Graphic Element Placement and Adjustment Guidelines

Adjustment of graphic boundaries as currently shown on the existing source maps may need to be made when the following situations occur:

- Lot lines cross, lie within, or are not consistent with orthophotos.
- Lot lines cross building outlines or road pavement edges. May require additional research.
- Rights-of-way for roadways are not consistent with orthophotos
- Edges of source documents do not match
- Gaps and/or overlaps between adjoining lots
- Other adjustments determined to be necessary during the pilot project

The following techniques and guidelines may be used when making adjustments:

- Rotation of a block or a small group of lots
- Rotation of a subdivision
- Rotation of an entire source document

The consultant should attempt to make adjustments to an entire block of lots first, particularly for those lots included in a subdivision in order to maximize the “best-fit”. Individual lots should not be adjusted to enlarge or reduce their sized unless there are obvious errors in source materials. Lot line segments should also retain their “correct” shape and dimensions after adjustment (a straight line shall continue to be represented as a straight line).

4.3 Street Address Point

All point features (Situs addresses/physical address points) shall be digitized as a single X, Y coordinate pair at the visual center of that real property it represents. The Consultant will be required to cross verify all addresses between sources. Unknown or zero address points should be flagged and returned to City for update.

4.4 Street Centerline

The street centerline feature will be updated with attributes in conjunction with the enhanced lot boundary geodatabase. The Consultant will provide an update to the street centerline to match new and existing lots. The Consultant will be required to cross verify all street names between sources and supplement either the graphic data or database where the street name is available. A goal is to keep the master street name table unified and consistent.

4.5 Lot Boundary Metadata Records

The Consultant will prepare metadata records containing lot-level information about the materials and decisions utilized in the preparation of the digital lot boundary map files. The metadata records shall be prepared in a digital geodatabase format, and will consist of the following fields:

1. Parcel Number
2. Lot ID
3. Agency/Technician Name or Initials
4. Date of Conversion or Mapping
5. Source Document(s)
6. Volume-Page of Source Document(s)
7. Date of Source Document(s)

8. Comments/Problems

The Consultant will collaborate with the City to determine final format and content of the metadata records.

Quality Control and Acceptance Procedure

Ultimately, the City wishes to obtain an accurate and comprehensive set of deliverable products associated with this project as described herein. Proposals must include a comprehensive quality assurance/quality control (QA/QC) plan detailing the equipment, methods, techniques and procedures to be used to address all aspects of the conversion project. The deliverable products must provide a high level of confidence regarding their completeness and their usefulness.

5.1 Resolution of Source Anomalies and/or Discrepancies

Because of the complexity of the project, and the condition of the existing source materials, it is anticipated that inconsistencies and anomalies between source materials and specifications will be encountered. It shall be the responsibility of the Consultant to bring such issues to the attention of the City. The Consultant and the City shall both work together to resolve issues and problems that arise. Reasonable efforts will be agreed upon. The Consultant will be given access to the City's on-line Accela Automation land management application.

5.2 Conversion Priorities

The City has established conversion priorities for this project. As a general rule, conversion of property data will be divided by Land Lot District (i.e., an entire Land Lot District will be converted prior to work beginning in another District). The City has divided the project into three (3) geographic work areas consisting of Land Districts (14F, 18, 15), 17, and 18.

5.3 Quality Control

The Consultant shall achieve a standard of product quality demonstrated in the pilot project, such that all incremental deliveries meet the same specifications regarding the structure and specifications. City of Atlanta retains the sole right to determine adherence to the contract specifications and quality requirements. Judgment by City that the Consultant is in breach of the quality control requirement may require suspension of map compilation and file

production until such time as the Consultant can determine that such problem(s) have been remedied.

The Consultant shall include in the proposal a description of the quality control process that will be used to verify the accuracy, completeness, consistency in symbology and annotation, graphic quality, and overall integrity of the final products. The quality control process shall include internal checks during all phases of geodatabase construction. The Consultant shall demonstrate that the quality control procedures that will be used will ensure adequate checks and appropriate editing during all phases of geodatabase development. The Consultant shall provide forms, flow charts, or other materials to document the quality control process at the City's request.

5.4 Acceptance Procedures

The following procedures will be employed during the City's quality control and acceptance procedures for all products submitted by the Consultant:

The City will conduct office editing and review digital data utilizing the source data returned by the Consultant. This will ensure that the City is using the exact same documents for the review process as were used by the Consultant to prepare the data and should eliminate potential issues caused by out-of -sequence source material.

- The Consultant will provide the corrected lot boundary data and all attendant source documents to the City.
- The City will inspect the deliverable to determine compliance.
- Should the deliverable be found by the City to meet the specifications, the City will notify the Consultant that said materials are accepted in full by the City. The Consultant will return all attendant source documents utilized in the preparation to the City. See Section 5.4.3: Acceptance Categories "Accepted".
- Should the deliverable be found by the City to require further revisions to comply with the specifications, the City will so notify the Consultant and return to Consultant for correction. See Section 5.4.3: Acceptance Categories "Received - Edited".
- The Consultant shall then follow the procedures noted in Section 6.0 and subsequent paragraphs to produce and deliver to the City the finished digitally converted lot boundary geodatabase.

5.4.1 Acceptance Checks

City of Atlanta staff will review and accept delivered data by the Consultant for each delivery area.

All deliverable products will be checked within an agreed upon timeframe from their respective delivery to the City. Digital map files will be subjected to a series of inspections that may include the following:

- Downloading, manipulation, and display of digital files on the City's GIS including, but not limited to, automated checks for data completeness, polygon closure, attribute validity, connectivity, and data relationships performed as appropriate to assure the completeness and usability of the data captured.
- Comparison of data and file content with corresponding documents including, but not limited to, visual checks against the primary source(s) for completeness and accuracy of data capture.
- Comparison of data and file content with geodatabase design and symbology specifications.
- Checks of polygon closure.
- Comparison of labeling with sources.
- Other checks against specifications as may be appropriate.
- Checks of data across delivery areas

5.4.2 Rejection Criteria

The City will consider the following rejection criteria. These are subject to modification in consultation with the successful bidder and consideration of the geodatabase design:

- Labeling errors
- Incorrect tolerances
- Polygon closure
- Missing or incorrect cadastral features which occur at a greater than one percent error rate
- Invalid topology
- Missing or incorrect attribute

Written notification will be made by the City for tentative acceptance of each delivered area within an agreed upon timeframe from the initial delivery.

5.4.3 Acceptance Categories

After initial checking, work increments will be categorized by the City as follows:

- **ACCEPTED:** Products that meet specifications and contain no errors, or so few errors as to be acceptable to the City, will be formally indicated as accepted; the City may resume responsibility for minor corrections, after which the Consultant will be notified, so that problems will not reoccur on subsequent products.
- **RECEIVED-EDITED:** The product has a number of errors that do not permit acceptance. For the product to be accepted, the Consultant must correct all errors noted by the City. The City will verify through a recorded edit that the Consultant has made all corrections called for in the first edit.
- **RECEIVED:** The numbers and character of errors detected by the City are such that the product is returned to the Consultant without a complete edit. The City will formally notify the Consultant of the rejected status of the product. The Consultant must edit and correct the mapping for resubmittal to the City.

If the City determines that there are an excessive number of rejected products, the City may require the Consultant to suspend production until the problem(s) are resolved. Completion of any required corrective actions shall not affect the Consultant's production schedule. The acceptance of each product will be based on quality checks for content and accuracy, digital file format, symbology, and annotation, accuracy of digitizing.

Project Deliverables

6.0 Deliverable Products

Delivery of GIS data will be a personal or file geodatabase that will be integrated with the enterprise geodatabase hosted by Oracle and accessed through ArcSDE. The Consultant and City may create and/or modify properties of the geodatabase as necessary as a result of the pilot project finalization (e.g. field types and widths, domains and/or subclasses, default values assigned, topologies, relationships, views, etc.) and will establish rules to ensure topology is maintained for each feature class.

The Consultant will provide digital data to the City in the geodatabase format provided. The digital files shall be delivered on a media and in a format that shall facilitate the efficient exchange of data. The City's GIS and data processing staff should be consulted in making any decision related to media transfer specifications. The City will work with the Consultant

to define a labeling format for the data provided. Each delivery label shall include at a minimum:

- Delivery Number / Name
- Date created
- Amount of data
- Name of data provider

A printout listing the contents of all deliveries for each transmittal shall also be provided. The Consultant will maintain a separate copy of the geodatabase until the project is satisfactorily completed and the City is properly trained and equipped to maintain the geodatabase.

6.1 Lot Boundary Data Maintenance Model Tool

The Consultant will provide the City with a lot boundary data maintenance model which describes the complete maintenance cycle. It should address such things as how to process new source material, updating GIS features/data, managing versions/history layers, and identify procedures used to synchronize updates in the GIS systems. A goal of the maintenance model is to streamline the map maintenance process so there should be emphasis on both functionality and ease of use. This data model must have the capability of publishing the feature classes on an as-needed basis for distribution. It is preferred that all aspects of the map maintenance workflow take place entirely within the geodatabase.

The Consultant will create a Procedures Manual which should outline conversion procedures, decision rules, quality control/quality assurance methods, the Lot Boundary Maintenance Model and maintenance procedures/programs to be employed

Exhibit B.1

Cost Proposal

COST PROPOSAL FORM

Task	Cost
Project Management <i>(including, if any, site visit, data handling, overhead etc.)</i>	\$
Maintenance Model Tool Development and Training	\$
Digitizing Cost Per Lot <i>(approx. 160,000 lots)</i>	\$
Grand Total	\$

Grand Total in Words:

Exhibit C

Definitions

EXHIBIT C

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit E**.

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

Exhibit D

Authorizing Legislation

If applicable, legislation will be generated once an award is made.

Exhibit E

City Security Policies

EXHIBIT E
CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

- A. Contractor must comply with City's security requirements for all job sites and DPCD facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor's obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner as necessary.
- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

- 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those

contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
3. SOPs for safeguarding City equipment, supplies and property.
4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
5. Established process for identification of employees PFD including location. Emergency notification procedures.
6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
8. Emergency evacuation procedures including accounting for employees at a safe haven.
9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or DPCD project manager.
10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
2. Generally address safe work procedures for the activities within the Contractor's scope of work.
3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.

5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.
 6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
- F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.

- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to DPCD facilities while the contract is in force, the Contractor will advise the DPCD Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished

by the Contractor and approved by the City.

- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.
- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. **PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of CITY property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing CITY property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project

17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

Exhibit F

User Acceptance Form

EXHIBIT F

USER ACCEPTANCE FORM



City of
Atlanta

User Acceptance

Project Name:

Date:

Fund Account Center:

Description of Work Completed:

Approval Signature

Date

Print Name

Print Title

Exhibit G

Dispute Resolution Procedures

EXHIBIT G

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

Appendix A

Office of Contract Compliance Requirements



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

August 12, 2014

**RE: Project No.: FC-7704, Lot Boundary Conversion and Street Centerline
Enhancement**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Equal Business Opportunity M/FBE Availability for this Project

Project No.: FC-7704, Lot Boundary Conversion and Street Centerline Enhancement

The EBO availability for the trade categories listed in this project are:

18.1% AABE's, APABE's, HABE's

and

8.3% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this _____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

FORM EBO-1

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HBE - Hispanic Business Enterprise, FBE - Female Business Enterprise, ABE - Asian Business Enterprise, NABE - Native American Business Enterprise

Proponent's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN **SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar (\$ Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE% _____
Total FBE% _____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise.
APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ Date: _____ FC#: _____
Proponent's Contact Number: _____ Project Name: _____
Signature: _____

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

Appendix B

Insurance and Bonding Requirements

APPENDIX B INSURANCE & BONDING REQUIREMENTS

FC-7704; Lot Boundary Conversion and Street Centerline Enhancement

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,

- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the

Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$1,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a **three year Extended Reporting Provision**.

Appendix C

N/A

Appendix D

N/A

Appendix E

Additional Required Submittals

N/A